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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

JERRY BRENISER and GALE THURBER,

Case No. 07-CV-1418-HU

Plaintiffs,

SUPPLEMENTAL DECLARATION OF
JERRY BRENISER

v.

WESTERN RECREATIONAL VEHICLES, INC.,
a foreign corporation,

Defendant.

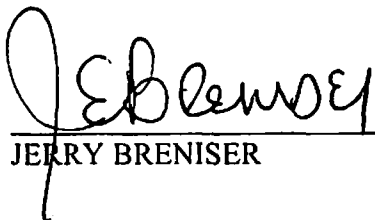
I, Jerry Breniser, hereby depose and state:

1. I am one of the plaintiffs in this civil action. I make this declaration of my personal knowledge. If called to testify at trial, I would testify as set forth herein.

2. Attached hereto as Exhibit 1 is a true copy of excerpts from the Alpenlite's owners manual relating to the one year comprehensive warranty and the five year warranty for structural repairs, including repairs to the walls, ceiling, and undercarriage.

"I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY."

DATED this 24rd day of September, 2008.

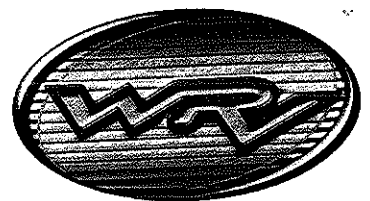


JERRY BRENISER

Alpenlite[®] *Limited & Villa*

2006 Owners Manual

Western Recreational Vehicles, Inc.
Yakima, WA
REVISED: 10/20/04



WESTERN RECREATIONAL VEHICLES, INC.

FifthWheel Trailer, Travel Trailer and Truck Camper

MANUFACTURER'S 1 YEAR LIMITED WARRANTY

(NONCOMMERCIAL USE)

1. General Terms of One (1) Year Limited Warranty

Western Recreational Vehicles, Inc. ("WRV") hereby warrants to the non-commercial consumer purchaser, for a period of one (1) year from the date of purchase of a new Alpenlite "Limited and Villa" Series Fifth-Wheel or Alpenlite "Aspen" Travel Trailer or Alpenlite "Truck Camper" (each of which is hereinafter referred to as the "Unit"), that the subject Unit shall be free of *substantial defects* in material and workmanship attributable to WRV, *provided however*, that WRV also provides a 5 year pro-rata limited warranty on defects in the structural integrity of the unit, as specifically set forth in Paragraph 2, below. *Components which are purchased by WRV for inclusion within the Unit normally carry the component manufacturer's own warranty; therefore, such items are not warranted by WRV in this Limited Warranty or any other express or implied warranty. It should be noted that some component parts might have a warranty period longer or shorter than one (1) year. WRV in no way is responsible for any warranty either written or expressed on these component parts.* **This Limited Warranty refers only to materials and component parts manufactured and/or adapted for use by WRV and WRV's workmanship related to the design or construction of the unit, including installation of component parts into the unit.**

A *substantial defect*, assuming it is otherwise covered under this Limited Warranty, occurs only when a part or system of the Unit fails to perform substantially within the design or manufacturing specifications for that part or system and which substantially limits the usage of the Unit.

In the event it is determined that there exists a *substantial defect* covered by this Limited Warranty, WRV agrees that it will repair the defect, pay reasonable parts and labor charges related to such repair. WRV reserves the right to deny payment or reimbursement therefore if it is not related to a *substantial defect*. WRV reserves the right to make, or permit the use of, new and/or remanufactured parts in making such repairs.

WRV anticipates that it will periodically change the parts and designs of its units. WRV has no obligation to make corresponding changes in, or "update", its units previously manufactured.

2. Terms of Pro-rata, Five (5) Year Limited Warranty

WRV also warrants to the non-commercial consumer purchaser, for a pro-rata term of five (5) years from the date of purchase of the Unit, that such Unit shall be free of defects in the structural integrity of the Unit. "Structural integrity" refers to fixed, or stationary components including the front, side and back walls, ceiling, and undercarriage of the Unit. This specific warranty provides benefits according to the following schedule, all time periods computed from the date of purchase:

Year one	100% of parts and labor
Year two	80% of parts and labor
Year three	60% of parts and labor
Year four	40% of parts and labor
Year five	20% of parts and labor

Except where this Five (5) Year Limited Warranty is specifically inconsistent with any other term(s) of the One (1) Year Limited Warranty, all terms of the One (1) Year Limited Warranty are equally applicable to the Five (5) Year Limited Warranty.

3. Transfer of Warranty upon Resale

This Limited Warranty starts from the date of purchase by the original owner; however, during the first twelve (12) months of ownership any unused portion of the warranty time may be transferred to another owner provided WRV is notified in writing and provided the full name, address, and date of ownership change prior to the event for which a request for warranty-covered work is made.

4. Warranty Recovery Limitations and Disclaimers

WRV shall **not be liable** for any consequential or incidental damages resulting from any defect, including *substantial defects*, in the Unit. WRV makes no warranty of any kind beyond that contained in this Limited Warranty. To the extent that implied warranties of merchantability and/or fitness for a particular purpose are found to exist by operation of law or facts, such are limited in duration to the warranty period of one (1) year from purchase by the original consumer purchaser. All implied and express warranties on items not covered by this Limited Warranty are disclaimed, including any warranties of merchantability or fitness for a particular purpose. Component parts and systems not covered by this Limited Warranty are sold "as is", and WRV assumes no risk and makes no warranties as to the quality and performance of such parts and systems.

Some states do not allow limitations on the duration of warranties or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

5. Mandatory and General Notice Requirements

As a condition to WRV granting the limited warranties set forth in this Limited Warranty, you, the non-commercial consumer purchaser must comply with the following mandatory and general notice requirements:

A. Mandatory Notice

If there is a *substantial defect* which is in any way related to the Unit or life safety, you must notify WRV (rather than the Dealership from which the Unit was purchased or where service is generally provided) within two (2) days of the sooner of: (1) the actual discovery of such *substantial defect*; or (2) when such defect should have reasonably been discovered, and in no event shall the Unit be used in any manner after such discovery unless and until WRV has received notification of all pertinent facts related thereto and provided instruction in the manner in which such Unit may be used.

In the event there has occurred an unsuccessful attempt to repair a *substantial defect* covered by this Limited Warranty or if a repair has taken more than 15 days aggregate repair time related to a *substantial defect*, you must notify WRV in writing of the unsuccessful repair attempt or the more than 15 days aggregate repair time within five (5) days of the discovery thereof or when such discovery should have occurred, whichever sooner occurs.

Unless prohibited by the laws of the state, in which the Unit was purchased, failure to provide the Mandatory Notice voids this warranty. If a claimed defect is related to an appliance which is found to be covered by this warranty or any other warranty or law, any replacement rights, to the extent permitted by law, shall be limited to replacement of that appliance, nothing more.

B. General Notice Requirement

If there is a *substantial defect* not otherwise covered by the Mandatory Notice Requirements set forth above, you, the non-commercial consumer purchaser, shall provide written notice of the *substantial defect* to WRV within ten (10) days of the discovery thereof. Arrangements will then be made by WRV to determine whether there has, in fact, occurred a *substantial defect* and, if so, where, when and the manner in which such *substantial defect* shall be repaired.

In the event there has occurred an unsuccessful attempt to repair a *substantial defect* covered under this General Notice Requirement or if a repair has taken more than 15 days aggregate repair time related to such a *substantial defect*, the non-commercial consumer purchaser must notify WRV in writing of the unsuccessful repair attempt or the more than 15 days aggregate repair time within five (5) of the discovery thereof or when such discovery should have occurred, whichever sooner occurs.

Unless prohibited by the laws of the state, in which the Unit was purchased, failure to provide the general notice voids this warranty. If a claimed defect is related to an appliance which is found to be covered by this warranty or any other warranty or law, any replacement rights, to the extent permitted by law, shall be limited to replacement of that appliance, nothing more.

6. Items and Events Specifically Not Covered

The items and events set forth below, plus other items and events not listed but which are equivalent of the items and events listed, are specifically not covered by this Limited Warranty:

- a) Items purchased, manufactured an/or installed other than at WRV's facility;
- b) Batteries, tires, axles and wheels;

c) All domestic-type appliances, including, but not limited to, refrigerator, stove, oven, microwave, ice maker, water heater, furnace, television, stereo, radio, compact disc player, video cassette player/recorder, washer and dryer;

d) Any activity related to the Unit which is rented, leased, or loaned for use by anyone other than the original owner;

e) Damage or corrosion due to accidents, misuse or alterations, including, but not limited to, any damage caused by or due from off road use, collision, fire, theft, weather, airborne fallout (including chemicals, tree sap, etc.) stones, earthquake, water, acid rain, flooding, windstorm, lightning, road salt, road salt spray, blowing sand, road surface debris or other environmental factors, vandalism, riot, explosions, objects striking the Unit, driving over curbs, overloading, or alterations made to the Unit without the express written approval of WRV. Basic Instructions for proper use of this Unit are discussed in the Owner's Manual;

g) Any damage caused by improper maintenance as described in the Maintenance Schedule, or, improper maintenance with respect to any component part, as described in any applicable instructions from a systems or component part manufacturer or an instruction from a repair facility or as common sense would dictate. This includes, but is not limited to, such improper maintenance as failure to follow air pressure and torquing recommendations related to axles, wheel or tires, "etc.". It is recommended that all receipts confirming maintenance performed be retained to provide proof thereof. Maintenance expenses are not covered by this Limited Warranty, nor is damage caused by and through normal wear-and-tear.

7. Limitations in Usage

This Limited Warranty does not cover damage caused by usage, in addition to that already described herein, which is beyond the reasonable design intentions of WRV for this Unit. The reasonable design intentions of WRV contemplate use of this Unit in a reasonable manner, recognizing its size, function, maneuverability limitations and weight. Improper use or use beyond the reasonable design intentions would include, but not be limited to, off-road use, unreasonable towing, what would be reasonably construed pursuant to motor vehicle statutes, regulations, ordinances and rules of the road as negligent or reckless driving, unreasonable use of appliances, improper and/or imbalanced loading and other equivalent uses. Damages caused by usage of this Unit in a manner inconsistent with directions set forth in the Owner's Manual are also not covered by this Limited Warranty.

This Limited Warranty is null and void with respect to any commercial use or use by any commercial purchaser. This Limited Warranty provides rights with respect to only the non-commercial consumer purchaser.

8. Expense Responsibilities of the Purchaser

Unless prohibited by law, you, the non-commercial consumer purchaser, are responsible for expenses and costs related to delivering the Unit to WRV or an authorized repair facility for warranty service including, but not limited to, the costs of transporting the Unit to and from the location where such service is to occur and for associated lodging, meals and/or other related costs incurred for the benefit of those performing said transporting and waiting while such repairs are completed.

Regular maintenance, including, but not limited to, cleaning, polishing, lubricating, replacing worn brake linings and other normal maintenance services shall be at your expense. Please review the Maintenance Schedule and Owner's Manual for recommended maintenance procedures.

9. Dispute Resolution

All disputes with WRV arising out of the terms and application of this Limited Warranty shall be resolved through Binding Arbitration under the rules of the American Arbitration Association, with any hearing pursuant thereto occurring in Yakima, Yakima County, Washington.

To the extent that the parties hereto agree to pursue resolution through other than Binding Arbitration, jurisdiction and venue shall lie with the Yakima County Superior Court, Yakima County, Washington.

In any dispute arising out of the terms and application of this Limited Warranty, which proceeds to the commencement of Binding Arbitration or civil litigation, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

10. How to Obtain Warranty Service and Seek Reimbursement

WRV provides a toll free telephone number (1-800-888-4133) so that you may be able to seek assistance under this Limited Warranty. The normal business hours of WRV are 8:00 AM - 5:00 PM, Pacific Standard (or Daylight) Time, Monday through Friday. If you call outside of normal business hours a recording will be available for you to leave a detailed message.

Please review Paragraphs 1 and 4 of this Limited Warranty with respect to when WRV must be notified before incurring any expense for which you may seek reimbursement under the terms of this Limited Warranty.

To obtain Warranty Service, call the authorized repair facility nearest you for an appointment. If you need assistance in locating the nearest authorized repair facility, please contact WRV at the phone number listed above.

You must deliver the Unit to an authorized repair facility within a reasonable time after discovery of the *substantial defect* and in no event after the expiration of the appropriated warranty period. Warranty Service can be provided only at an authorized repair facility, provided however, that WRV may waive this condition if it determines that it would be in the best interests of WRV and you to do so.

You must insure that WRV is consulted before repair work related to a *substantial defect* commences to avoid possible delays and reduction of reimbursement request. You must present your owner identification card to the Service Manager.

All requests for reimbursement of costs and expenses for warranty service under the terms of this Limited Warranty shall be made in writing and must be received by WRV at the address noted below within sixty (60) days of the date the services were performed. Proof of the work actually performed and the charges applicable thereto (typically shown through receipts and/or invoices) must accompany each written request for reimbursement. If you are not happy with the warranty service received hereunder, or the *substantial defect* has not been reasonably repaired following the first repair attempt, you must immediately notify WRV in writing. Written notice to a dealer or authorized or unauthorized repair facility shall not constitute written notice to WRV of a continuing problem or unsatisfactory warranty service.

WRV can provide assistance in locating component parts manufacturers if and when there occurs a problem not covered by this Limited Warranty but which should be covered under express and/or implied warranties of such component parts manufacturers.

11. No Authority To Enlarge Limited Warranty

The terms and conditions of this Limited Warranty may not be enlarged, modified or amended by any person, dealer or repair agent. This Warranty gives only those legal rights specifically enumerated herein, or which are obligated to be provided under the laws of the state in which this Unit was purchased, assuming such legal rights are greater than what is provided herein.

To the extent that the laws of any state in which this Unit was purchased limit or modify the legal effect of any term or provision of this Limited Warranty, such limitation and/or modification shall not affect the remainder of this Limited Warranty.

CERTIFICATE OF SERVICE

I hereby certify that I served a true and complete copy of the foregoing SUPPLEMENTAL
DECLARATION OF JERRY BRENISER on:

Philip Von Bourg
142 West 57th St., Suite 1700
New York, NY 10019

Corporate Representative for Defendant Western Recreational Vehicles, Inc.

☒ Via First Class Mail

☐ Via Facsimile

☐ Via Hand Delivery

☒ Electronic Delivery to pvonburg@mcpfunds.com

DATED this ____rd day of September, 2008.

/s/ Justin M. Baxter

Justin M. Baxter, OSB #99217
justin@baxterlaw.com
Telephone (503) 297-9031
Facsimile (503) 291-9172
Attorneys for Plaintiffs Breniser and Thurber

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